

# PSJ3

## Exhibit 120

PER#01061



## Written Agreement Scientific & Educational Activities

Scientific/Educational Activity:	American Academy of Pain Medicine 17 <sup>th</sup> Annual Meeting	
Course Coordinator:	Kathryn M. Checea	
Physical Location:	Miami, FL	
Date(s) & Time(s):	February 14-18, 2001	
Institution/Organization (Sponsor):	American Academy of Pain Medicine	
Address:	4700 West Lake Avenue Glenview, IL 60025-1485 Attn: Kathryn M. Checea	
Tax ID Number: 36-3874208	Phone: 847.375.4712	Fax: 847.375.6312
Continuing Education (CE) Contact:	Ruth Tiernan	
Number of CE Credits: 30.0	<input type="radio"/> ACCME Accredited Provider <input type="checkbox"/> State Accredited Provider <input type="checkbox"/> Other	

Endo Pharmaceuticals Inc. (Company) has been asked to provide support for the named scientific/educational activity. The following educational support is available (please indicate those which apply):

- ☒ **Unrestricted Educational Grant** for the support of CE activity.

**Grant Amount:** \$12,500.00

Pay to the order of: American Academy of Pain Medicine

- ☐ **Restricted Educational Grant** for reimbursement of speakers by the CE contact of reasonable expenses. Reimbursement of faculty expenses by sponsor for:

☐ Honorarium

**Honorarium amount:** \$

☐ Expenses

**Estimated expenses:** \$

☐ Estimated expenses, including honorarium, to be paid in one lump sum to Sponsor.

☐ Actual expenses to be paid to Sponsor following submission of expenses by speaker. (Please invoice Endo Pharmaceuticals Inc. following receipt of speaker's expenses.)

**Total Grant Amount:** \$

Pay to the order of:

- ☐ **Reimbursement** of reasonable faculty expenses directly to the speaker by Endo Pharmaceuticals Inc. for:

☐ Expenses

☐ Honorarium

- ☐ **Contact of selected speakers by:**

☐ Sponsor

☐ Endo Pharmaceuticals Inc.

## Conditions

The parties hereto hereby agree, intending to be legally bound, that the terms and conditions under which the Company is providing support to the Sponsor are as follows as of the 26<sup>th</sup> day of January, 2001:

1. **Statement of Purpose:** Program is for scientific and educational purposes only and will not promote the Company's products, directly or indirectly.
2. **Control of Content and Selection of Presenters and Moderators:** Sponsor is ultimately responsible for control of content and selection of presenters and moderators. Company, or its agents, will respond only to sponsor-initiated requests for suggestions of presenters or sources of possible presenters. Company will suggest more than one name (if possible); will provide speaker qualifications; will disclose financial or other relationships between Company and speaker, and will provide this information in writing. Sponsor will record role of Company, or its agents, in suggesting presenter(s); will seek suggestions from other sources, and will make selection of presenter(s) based on balance and independence.
3. **Disclosure of Financial Relationships:** Sponsor will ensure disclosure to the audience of (a) Company funding and (b) any significant relationship between the Sponsor and the Company (e.g., grant recipient) or between individual speakers or moderators and the Company.
4. **Involvement in Content:** There will be no "scripting," or influence on content by the Company or its agents.
5. **Auxiliary Promotional Activities:** No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisements will be permitted in the program room.
6. **Objectivity and Balance:** Sponsor will make every effort to ensure that data regarding the Company's products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.
7. **Limitations of Data:** Sponsor will ensure to the extent possible, disclosure of limitations of data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.
8. **Discussion of Unapproved Uses:** Sponsor will require that presenters disclose when a product is not approved in the United States for the use under discussion.
9. **Opportunities for Debate:** Sponsor will ensure opportunities for questioning or scientific debate.
10. **Independence of Sponsor in the use of Contributed Funds:**
  - a) Funds should be in the form of an educational grant made payable to the Sponsor.
  - b) All other support associated with the CE activity (e.g., distributing brochures, preparing slides) must be given with the full knowledge and approval of the Sponsor.
  - c) No other funds from the Company will be paid to the program director, faculty, or others involved with the CE activity (additional honoraria, extra social events, etc.).

The Company agrees to abide by all requirements of the ACCME Standards for Commercial Support of Continuing Medical Education (appended).

The Sponsor agrees to: (1) abide by the ACCME Standards for Commercial Support of Continuing Medical Education, (2) acknowledge educational support from the Company in program brochures, syllabi, and other program materials, and (3) upon request, furnish the Company a report concerning the expenditure of the funds provided.

This agreement shall be governed by and interpreted by the laws of the Commonwealth of Pennsylvania without reference to its conflict of laws rules. This Agreement represents the entire agreement between the parties with regards to the subject matter of this Agreement and supersedes all prior and/or contemporaneous understandings and/or agreements with regards hereto.

## AGREED

Endo Pharmaceuticals Inc.  
(Company)

(Institution/Organization)

(Continuing Education Director or Designee)

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Linda A. Kitlinski  
Title: Director, Clinical Development  
and Education

Name: Kathryn M. Checea  
Title: APS Director

Name: Kathryn M. Checea  
Title: APS Director

